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Cinetic Automation Corp.
Cinetic DyAG Corporation
Cinetic Landis Corp.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In Re:	: Chapter 11 Case No.
	:
GENERAL MOTORS CORP., et al.,	: 09-50026 (REG)
	:
Debtors.	: (Jointly Administered)
	:
	: Hon. Robert E. Gerber
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**LIMITED OBJECTION BY CINETIC AUTOMATION CORP., CINETIC DYAG
CORPORATION AND CINETIC LANDIS CORP. TO
NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
AND (II) CURE AMOUNTS RELATED THERETO**

Cinetic Automation Corp. ("Cinetic Automation"), Cinetic DyAG Corporation ("DyAG") and Cinetic Landis Corp. ("Landis"), by and through their attorneys, Varnum LLP, hereby files this limited objection to the Notices of (i) Debtors' Intent to Assume and Assign Certain Executory Contract, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure Amounts Related Thereto, dated June 5, 2009 (the "Assignment Notices") received by Cinetic Automation and Landis and not received by DyAG as follows:

1. On June 1, 2009, the Debtors commenced these voluntary cases under chapter 11 of title 11 of the United States Code.

2. On June 2, 2009, this Court entered an Order approving the Debtors' bidding procedure [Docket No. 274], which includes a procedure regarding the Debtors' assumption and assignment of executory contracts (the "Procedures Order").

3. On June 10, 2009, Cinetic Automation and Landis received two Assignment Notices: one issued to Cinetic Machining Corp. and one issued to Fi Investco. These state that the Debtors intend to assume and assign all of the Debtors' agreements with Cinetic Automation and Landis (the "Cinetic Automation/Landis Supplier Agreements") and proposes a cure amount of \$62,997.39 (the "Proposed Cinetic Automation/Landis Cure Amount").

4. The Debtors owe Cinetic Automation and Landis \$4,806,460.12 for prepetition goods and/or services provided to the Debtors under the Cinetic Automation/Landis Supplier Agreements (the "Cinetic Automation/Landis Cure Amount").

5. Thus, there is a difference between the Cinetic Automation/Landis Proposed Cure Amount and the Cinetic Automation/Landis Cure Amount of \$4,743,462.73. Attached as Schedule 1 is a listing of the invoices evidencing the difference between the Proposed Cinetic Automation/Landis Cure Amount and the Cinetic Automation/Landis Cure Amount. Copies are available upon request.

6. Accordingly, Cinetic Automation and Landis object to the Assignment Notices and the Proposed Cinetic Automation/Landis Cure Amount to the extent they do not account for the total prepetition cure amount for purposes of Section 365(b) of the Bankruptcy Code in the amount of \$4,806,460.12.

7. DyAG has been told that an assignment notice was sent to it on June 5, 2009 by the Debtors' call center; however, as of today's date, DyAG has not received a copy and the call center has refused to provide DyAG access to the website.

8. The Debtors owe DyAG \$77,398.20 for prepetition goods and/or services provided to the Debtors under the Debtors' agreements with DyAG (the "DyAG Cure Amount"). Attached as Schedule 2 is a listing of the invoices evidencing the DyAG Cure Amount. Copies are available upon request.

9. Out of an abundance of caution, DyAG objects to any assignment notice to the extent that it does not accurately reflect the DyAG Cure Amount.

WHEREFORE, Creditor requests that the Court enter an order:

(A) Granting Cinetic Automation and Landis a pre-petition cure amount for purposes of Section 365(b) of the Bankruptcy Code in the total amount of \$4,806,460.12 as a condition for the Debtors to assume and assign the Cinetic Automation/Landis Supplier Agreements pursuant to the Procedures Order;

(B) Granting DyAG a pre-petition cure amount for purposes of Section 365(b) of the Bankruptcy Code in the total amount of \$77,398.20 as a condition for the Debtors to assume and assign the DyAG Supplier Agreements pursuant to the Procedures Order; and

(C) Granting such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

Varnum LLP

Dated: June 15, 2009

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